

2002

TYPE 2 & TYPE 2-IA NATIONAL FIREFIGHTER CREW CONTRACT




John M. Venaglia, Contracting Officer

National Interagency Fire Center
USDA Forest Service
3833 South Development Ave
Boise, Idaho 83705-5354

Last updated on 08/06/02
This revision supercedes all previous revisions.

www.nifc.gov/contracting

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING	PAGE OF 1 78 PAGES	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER RFP 49-02-04	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED June 14, 2002		6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY USDA Forest Service, Contracting National Interagency Fire Center			8. ADDRESS OFFER TO (If other than Item 7) See Block No. 24			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block No. 24 until 1600 hrs local time July 15, 2002
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME John Venaglia	B. TELEPHONE NO. (NO COLLECT CALLS) Area Code/Number/Extension (208) 387-5695	C. E-MAIL ADDRESS jvenaglia@fs.fed.us
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
II. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		?	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK/STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIVES, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR'S	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFEROR'S	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by Offeror)


NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offeror's and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	DUNS NUMBER	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NO. (Include area code and extension)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	BLOCK 25
24. ADMINISTERED BY (If other than Item 7) USDA Forest Service, Contracting National Interagency Fire Center 3833 S Development Avenue Boise, Idaho 83705-5354	CODE	25. PAYMENT WILL BE MADE BY Boise National Forest Attn: Fiscal & Accounting 1249 S. Vinnell Way, Suite 200 Boise, ID 83709	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) John M. Venaglia	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF SERVICES

MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$10,000- per crew, but not in excess of \$16,000,000 per contract, including all options.

Tax ID NO: _____ (Nine digit no)

This Acquisition is a 50% Small Business Set Aside

NOTE: We reserve the right to award any, none or all of the requirements posted on the schedule.

Evaluation of Options - In accordance with FAR 52.217-5 (7/90) *the basis of award shall be Inclusive of Options*. Offeror's prices may vary between contract periods (base year, & option years) to account for normal changes in the economy.

Your rate shall include, but not limited to, overhead, labor, profit etc. and allowances for state and federal taxes to include workman's compensation, and the insurances required herein etc. Option year pricing should account for normal changes in the economy.

The Government retains the right on a case-by-case basis to accept Type 2 crews on any line item.

B.1 CREW DOWNGRADE CLAUSE:

With the exception of crew size, at any time when the Type 2-IA contract crew is not in strict compliance with the standards of Table C.2, NWCG Minimum Crew Standards for National Mobilization - Type 2, IA Qualifications, the Government shall:

- a. Determine if the Contract Crew meets the standards of Table C.3, NWCG Minimum Crew Standards for National Mobilization –Type 2 Qualifications. If the Contractor meets the standards specified in Table C.3 the Government shall downgrade and employ the crew as a Type 2 crew whenever and wherever possible. All terms and conditions of this contract, to include the ordering protocols apply.
- b. When the crew meets the standards in C.3 the crew shall not be deemed “noncompliant”.
- c. When the crew is downgraded from Type 2-IA to Type 2, the Government shall **deduct 20%** from the Rate and shall pay at the lower rate until the standards of Table C.3 are met.

SECTION C-DESCRIPTION/SPECIFICATIONS PERFORMANCE WORK STATEMENT

C.1 LOCATION AND DESCRIPTION & SCOPE OF CONTRACT

History. The National Interagency Fire Center in Boise Idaho is implementing a nation wide program that will organize commercially available private wildland fire-fighting resources under the control of the National Incident Coordination system.

Work Statement. The intent of this solicitation and any resultant contract is to establish Indefinite-delivery, Indefinite-Quantity, labor-hour contracts (base plus two option years) to obtain services for twenty-person hand-crews, Type 2, and 2- IA (with initial attack capability) (as defined herein), for use on a nation-wide basis, including Alaska. A Mandatory Availability Period (MAP) is assigned to each line item in the schedule of services. The primary intent of this solicitation/contract is to acquire resources for the protection and administration of Public Lands, to include but not be limited to, preparedness, initial attack, Wildland fire suppression, mop-up of wildland fire, and wildland fire rehabilitation. Crews may be ordered for project work that may include hazardous fuel reduction, prescribed fire application, and other resource project work as needed. The National Contractor is guaranteed preference for fire suppression work, during the Mandatory Availability Period (MAP) within the assigned Host Unit, except as provided otherwise in this contract.

The Contractor is responsible for all supervision, equipment, supplies, transportation, lodging, and trained personnel necessary to meet contract requirements in accordance with these contract specifications.

The U.S. Forest Service, the Bureau of Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, and the National Park Service are hereby authorized to use this contract in accordance with the terms and conditions set forth herein. If agencies, other than the Forest Service, issue orders for project work under this contract, they will issue the orders under their own agency procedures and make payments accordingly.

C.2 WORK ENVIRONMENT

The work is performed in a forest and rangeland environment in steep terrain where surfaces may be extremely uneven, rocky, covered with thick tangled vegetation, etc. Temperatures are frequently extreme, both from the weather and from the fire. Smoke and dust conditions are frequently severe. Hazardous nature of the work requires that protective clothing be worn.

C.3 HANDTOOLS:

Contractor will ensure that each crew arrives with shelters and the number and types of tools specified in Table C.1. Table C.1 is the minimum tool requirement. The tools will be serviceable, in good condition, and meet the following minimum standards.

TABLE C.1: Required Hand Tool Combination

HAND TOOLS			TOOL COMBINATION REQUIRED
			20 PERSON CREW
A) Combi/Rein Hard/ Hazel Hoe/ or McCloud	3 LB. HEAD	36" HANDLE	08
B) PULASKI	3 3/4 LB. HEAD	36" HANDLE	10
C) SHOVEL	SIZE 0 ROUND PT		08
D) POWER SAW	W/GAS, OIL AND ACCESSORIES		03
E) 10 MAN BELT 1ST AID KIT			02

C.4 PROGRAMMABLE RADIO

1. Contractor shall have handheld programmable radios, (see Table(s) C.2 and C.3 below for exact quantities) with programming cables and programming software to facilitate the communications between other incident and the crew personnel. Radios must be capable of communicating within frequency range from 150 MHZ to 174 MHZ on established federal and state frequencies. Modified radios are not acceptable. Currently on the FS radio contract the Relm BK GPH is the recommended handheld radio. As for mobiles the Midland and Kenwood.
2. Frequencies will be installed by the Agency at the incident and frequencies will be removed prior to demobilization from the incident.
3. Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all State Agency incidents. Contractor shall not use the fire fighting frequencies or Forest Service frequencies for other than incident/project use.

C.5 CREW REQUIREMENTS

Contractor shall furnish Government with Organized Crew(s) consisting the following:

Table C.2

NWCG MINIMUM CREW STANDARDS FOR NATIONAL MOBILIZATION

Minimum Standards	Type 2 IA Qualifications
Fire line Capability	Initial attack/can be broken up into squads, fireline construction, firing to include burnout.
Crew size	18 – 20
Leadership Qualifications	CRWB AND 3 FFT1 Squad Bosses. Bosses shall be Incident Commander, Type 5 qualified.
Experience	60% of the crew will have one season or more experience.
Full time Organized Crews	Mandatory Availability Period Only/As required herein..
Communications	4 Programmable radios
Sawyers	3 qualified class B at all times
Training	Basic firefighter training and or annual firefighter safety refresher See Exhibit C
Fitness	Arduous
Logistics	As prescribed herein.
Maximum Weight	5100 lbs
Dispatch Availability	Available during the Mandatory Availability Period
Production Factor	0.8 (see Fireline Handbook 410-1)
Transportation	See C.6 for crew ground transportation requirements and Exhibit B for air transportation.
Tools & Equipment	Contractor supplied
Personal Gear	Contractor Supplied
PPE	Contractor Supplied

Table C.3

NWCG MINIMUM CREW STANDARDS FOR NATIONAL MOBILIZATION

Minimum Standards	Type 2 Qualifications
Fire line Capability	Initial attack/ fire line construction, firing to include burnout.
Crew size	18 – 20
Leadership Qualifications	CRWB AND 3 FFT1 Squad Bosses.
Experience	40% of the crew will have one season or more experience.
Full time Organized Crews	Mandatory Availability Period Only – On Call.
Communications	4 Programmable radios
Sawyers	3 qualified class A at all times
Training	Basic firefighter training and or annual firefighter safety refresher See Exhibit C
Fitness	Arduous
Logistics	Not Self Sufficient
Maximum Weight	5100 lbs
Dispatch Availability	Available on call during the Mandatory Availability Period
Production Factor	0.8(see Fireline Handbook 410-1)
Transportation	See C.6 for crew ground transportation requirements and Exhibit B for air transportation.
Tools & Equipment	Contractor Supplied
Personal Gear	Contractor Supplied
PPE	Contractor Supplied

C.6 CREW GROUND TRANSPORTATION

Contractor shall provide dependable ground transportation that meets all applicable state and federal laws relating to motor vehicles. The vehicle(s) must be capable of providing transportation to and from the fire line. Vehicle(s) that become inoperable will be towed at the Contractor(s) expense.

Government reserves the right to conduct Contractor worker transportation vehicle safety inspections at the Incident.

Vehicles that are determined to be unsafe for operation may be grounds for Contractor being rejected from participation in the Incident. At its discretion, and on a case-by-case basis, Government at the Incident may allow Contractor to bring the worker transportation vehicle into compliance or replace it within 24 hours. If the vehicle is not brought into compliance or replaced, and Government elects to use the crew, the point of hire will become the Incident.

After incident inspection and acceptance, if the vehicle becomes noncompliant and cannot be repaired by Contractor or by Government within 24 hours the crew may be released, in which event Contractor will be paid return travel time to Contractor's point of hire.

Contractor vehicles shall have external identification. The identification must be located on front driver side door and passenger side doors. As a minimum, the identification must include Contractor's business name, as it appears on the Contract, and the crew vehicle number.

C.7 CONVERSION FROM TYPE 2, TO 2-IA

The Government retains the right to convert the Contractor crew from type 2, to a 2-IA when sufficient documentation is presented to the Contracting Officer, or the Administrative Contracting Officer.

C.8 PERSONNEL REQUIREMENTS

1. IDENTIFICATION OF PERSONNEL

Every person performing work under this contract shall carry a picture identification card. Information on the card shall include: Name of the person typewritten or printed, photograph of the person, and a list of fire qualifications. The identification card must be dated as well as signed by the Contractor certifying that the individual has met all training requirements, to include the work capacity fitness test, of this contract, and indicate whether the employee has one season or better experience.

In addition, each crewperson shall carry a government (state or federal) picture identification card, such as a drivers license, passport, state identification card, etc.

2. MANAGEMENT ENGLISH SPEAKING REQUIREMENT:

The Contractor's crew boss and three squad bosses (FFT1) of every crew shall be able to fluently communicate in English and possess the ability to translate and communicate verbally with all crew members, at all times.

3. PHYSICAL DEMANDS:

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

All personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to walk a - three (3) mile hike with a 45-pound pack in 45

minutes. Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1956 April 1997, and associated videos can be purchased from the National Interagency Fire Center in Boise, Idaho. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

4. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING:

Contractor shall be responsible for ensuring all crew personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in this contract.

Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. **THERE WILL BE NO CLOTHING EXCHANGE.** All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

The following PPE and clothing items are a per person contract requirement:

- a. **BOOTS:** Leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).
- b. **HARD HAT:** Plastic, class B, ANSI Z89.1 1986, OSHA approved, with chinstrap.
NOTE: Hardhat meeting NFPA Standard 1977, 1998 Edition, is required.
- c. **GLOVES:** One pair of heavy-duty leather.
- d. **EYE PROTECTION:** One pair (meets standards ANSI Z87, latest edition).
- e. **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 decibels.
- f. **HEAD LAMP:** With batteries and attachment for hardhat.
- g. **CANTEEN:** Two-quart size canteen full of water.
- h. **FIRE SHELTER.** Shall be National Fire Protection Association (NFPA) approved.
- i. **FLAME RESISTANT CLOTHING (Shirt and Pants).** A minimum of two full sets of flame resistant shirt and pants. For routine fire line duties, flame resistant clothing must:
 - i. Self-extinguish upon removal from a heat source.
 - ii. Act as an effective thermal barrier by minimizing conductive heat transfer.
 - iii. Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
 - iv. Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex™) or other similar fabric.

NOTE: It is recommended that fire line personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

C.9 TRAINING

Personnel Qualifications:

The following qualifications will be used as a minimum requirement for all crew personnel. For purposes of this contract; three positions are recognized: Single Resource Crew Boss (CRWB), Firefighter Type 1 (FFT-1), and Firefighter Type 2 (FFT-2). see EXHIBIT C.

Training and Experience (see Exhibit C for more details)

- a. For each individual, the Contractor shall supply certification showing the individual has met all the training and experience requirements as shown in (see **Exhibit C** for the position they are performing when assigned.
- b. The Government reserves the right to reject any personnel who are not in full compliance with the specifications. Further, if any member of the crew does not demonstrate an ability to perform the tasks as listed in the Position Task Book (PTB) for their position that deficient performance may be cause for immediate release from the incident, at the Contractor's expense.
- c. The Crew Boss (CRWB) shall meet the training and experience requirements for Single Resource Boss - Crew and the performance tasks in PMS 311-13 (PTB) for CRWB. Squad Boss persons shall meet the training requirements for Firefighter Type 1 listed and the performance tasks in PMS 311-14 (PTB) for FFT1. Crew persons shall meet the training requirements for Firefighter Type 2 listed in and the performance tasks in PMS 311-15 (PTB) for FFT2. The Contractor shall maintain a complete set of the records that validate the employee has met the above training and experience requirements and shall maintain PTB's for each employee who is certified after January 1, 1994, in one or more of the positions listed for this contract.
- d. In addition to the training requirements for the CRWB, FFT1 and FFT2 positions, Contractor shall insure that all returning certified employees receive annually, "Standards for Survival" and "Your Fire Shelter" (1995 Pamphlet and Video) refresher courses. The Contractor shall maintain records that validate the employee has received this additional training.
- e. The Contractor shall ensure that all training received by their employees meet NWCG course content and instructor standards.

Contractor may use Government incidents, for which they are assigned, to qualify and certify employees for FFT1 and CRWB positions. Only one training position or evaluation assignment will be permitted per crew on each incident. The coach/evaluator must, as a minimum, be certified in the position they are coaching or evaluating. The trainee will be in addition to the contract crew and paid by the Contractor – they are not charged to the Government.

- f. Contractor, upon request, shall provide complete records that document each employee's training and qualifications. (See **EXHIBIT "D" Position Task Books**

and EXHIBIT "F" Individual Training Verification). At the Government's discretion, Contractor's will be required to provide COMPLETE RECORDS documenting each employee's training and qualifications (training and experience forms and appropriate completed task books) for inspection by the Government.

- g. Contractor employees who, as of 12/31/93, completed the required training specified in **EXHIBIT "C"** for one or more of the positions listed for this contract, and have documentation to validate such training, and meet the experience requirements specified in **EXHIBIT "C"**, and have documentation to validate such experience for the position(s), can be considered qualified. The Contractor shall maintain a complete set of the records that validate the employee completed all of the required training as of 12/31/93, and records that validate they meet the experience requirements listed in **EXHIBIT "C"**.

C.10 DISPATCHING – EMERGENCY WILDLAND FIRE SUPPRESSION

C.10.1 ORDERING PROTOCOL:

When mobilizing National Contract Resources (NCR's) within the Host Unit, NCR's may be ordered after agency and agency cooperator resources are mobilized. Each Host Unit Dispatch Center must give dispatch preference to assigned NCR resources before all other private resources not on the National Crew Contract. Exceptions to this include other Government contracts, such as Region 6 (Pacific Northwest) "MEL" contracts and Region 5 (California) IDIQ contracts.

Private resources acquired from other agreements to include the Pacific Northwest Interagency Agreements, **are not** considered Agency Cooperator's for the purposes of this contract. Private resources under contract with any State Government are not considered Agency Cooperator's for the purpose of this contract.

Administratively Determined (AD) Crews **are** considered Agency resources for the purposes of this contract.

C.10.2 HOST UNIT ASSIGNMENTS

Each National Contract Resource is assigned to a specific Host Unit Dispatch Center . The Host Unit Dispatch Center is responsible for maintaining the status of each NCR, however each NCR is responsible to report all changes in availability and position to the assigned Host Unit Dispatch Center within the mandatory availability period (MAP). Outside the MAP when and if the NCR becomes unavailable, it is recommended that he/she report to the Host Unit Dispatch Center change in availability.

During the MAP, the NCR is required to establish a staging point within the radius identified in the schedule of services. The contractor is required to assemble their crew at their staging point within 2 hours of the contractors confirmation that they are available for a dispatch, unless otherwise designated on the resource order.

The preference in dispatch priority pertains to the Mandatory Availability Period only.

EXCEPTION: During periods of initial attack the above protocol can be waived when and if the NCR cannot meet date/time requirements.

C.10.3 CONTRACTOR OBLIGATIONS/RESTRICTIONS

Other Orders – The National Contract Resource (NCR) who is able to obtain project work outside the assigned area shall not be restricted from doing so provided coordination between the NCR and its Host is made prior to acceptance of such orders.

C.10.4 REPLACEMENT CLAUSE.

When an incident occurs within the protection responsibilities of the host unit and when the Host Unit's assigned NCR(s) are not available because they are committed to emergency fire suppression activities or project work, the Host Unit is permitted to order Private-resources (not on the national contract) until the assigned NCR's become available. When the assigned NCR(s) become available, Private-resources shall be demobilized and replaced by the assigned NCR(s).

The Government is not bound to order replacements when the incident is at or above 80% containment. Replacement shall occur within two operational periods after an NCR becomes available.

It is the intent of this contract that the first priority of use of the NCR is emergency fire suppression. However if the NCR accepts an order for project work, the Host Unit is exempt from the above ordering protocols until project completion. However, the project manager may release the NCR back to the Host Unit for dispatch.

C.10.5 INFORMATION REQUIRED TO BE FURNISHED BY THE GOVERNMENT TO THE CONTRACTOR WHEN PLACING ORDERS.

a. Resource Order

- 1) Request Number and name of Incident.
- 2) Date and time to report to incident
- 3) Exact location of the designated site where the Contractor shall meet a Government representative.
- 4) Name, title, and phone number of person to contact for further information.
- 5) Name and title of person to contact at the incident.

C. 10.6 DISPATCHING PROCEDURES

- a. Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability.
- b. Expected arrival time at the incident will be determined at the time of dispatch. The

Government, at the time of release from the incident, will determine demobilization time.

- c. For planning purposes mobilization/demobilization time via ground transportation shall be calculated by dividing distance (from point of origination to incident and return, or incident to incident) by average travel speed of 45 mph. If available at the time of dispatch, the government may use an Automated travel program (such as www.mapblast.com, www.mapquest.com, etc.) to calculate and document travel distance from point of origination to the incident.
- d. At the time of dispatch, a resource order will be given to the Contractor. The Contractor must provide the resource order information at the time of check-in at the incident. Some dispatch offices may use a FAX to provide a hard copy of the order. Contractors must use discretion when contacting dispatchers during times of emergencies, to not interrupt their work during critical times.

C.10.7 CANCELLATION OF ORDERS

Orders may be cancelled. If the order is cancelled, the Contractor will be paid as provided in Section G.

C.10.8 RELEASE AND REASSIGNMENT

When a Contractor's crew has been released from an incident, they shall contact the host unit to coordinate their return and availability for dispatch. Resources performing as "MEL" resources under this contract will be managed like "agency resources and may not be eligible for reassignment:

C.10.9 RESOURCE ORDER STATUSING SYSTEM (ROSS)

When the National Interagency Coordination Center implements ROSS procedures shall be established for reporting in ROSS when the system becomes available. Contractors may be required to do data entry to keep statused according to procedures established. ROSS is expected to be on line for the 2003 Fire Season.

C.11 PROPERTY

To ensure continued safe, efficient service at the Incident, the Government may issue Accountable, Durable Property and Consumable Goods.

The cost of all Consumable Goods will be deducted from payment to the Contractor.

Upon completion of assignment at an incident all accountable and durable property (if provided) shall be returned to the Government. Unreturned Accountable and Durable Property may be deducted from payment to the Contractor.

C.12 AIR TRANSPORTATION: (SEE EXHIBIT B)

C.13 INFORMATION TO BE PROVIDED BY THE CONTRACTOR AT CHECK-IN.

1. Manifest (Exhibit H)

Contractor at the time of arrival shall provide a complete manifest listing the Contractor name, contract number, Contractor federal tax identification number, each person's complete name, and departure time from point of dispatch.

Contractor shall provide a new manifest when a change in personnel occurs. The Contractor shall provide two copies of the manifest (one copy to the Finance Section and one copy to the incident Check-In).

2. Contract Information

The contractor shall carry a copy of the contract at all times. The contractor shall furnish a copy of award information, including the schedule of services to the Finance Section.

C.14 LAUNDRY SERVICE

Contractor will be responsible for making laundry service arrangements for their personnel and the associated costs for those services.

C.15 CAMPSITE

A campsite may be provided. The contractor shall provide sleeping facilities such as tents or shelters, sleeping bags etc. If we cannot provide a campsite, an overnight allowances may be authorized.

C.16 COMMISSARY

When authorized by the contractor, the contractor's employees will be permitted to use the commissary when one is available.

C.17 TIMEKEEPING

Time will be recorded by the Government agent responsible for ordering and/or directing use of each crew. Time will be recorded to the nearest quarter hour.

C.18 COORDINATION

Contractor shall designate crew boss as their representative to deal with all matters pertaining to this contract.

C.19 FIRST AID/ EMERGENCY EVACUATION/ ACCIDENTS

- a. The Contractor is financially responsible for medical coverage of employee accidents. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If a crew person is injured on the fireline, the Government at Contractor expense may evacuate the crew person. If a crew person is in camp with an illness or injury and requires transport to medical facility/hospital, the costs will be at the Contractor's expense.

- b. Contractor shall provide the Crew Boss with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany crew member(s) when a medical need arises.

C.20 R&R GUIDELINES

The safety and health of all firefighters is paramount and must not be compromised. The mental and physical condition of any firefighter must be taken into consideration, and that may dictate directed days off or de-mobilization prior to reaching the limits of the guidelines.

Guidelines are found in the Interagency Incident Business Management Handbook, NWCG Handbook 2, PMS 902, NFES 2160, Section 12.7; and the National Interagency Mobilization Guide, NFES 2092, and clarifications/additions as noted in agency or interagency correspondence. State and/or federal laws, or specific policies, contracts, and agreements pertaining to specific personnel or activities (State employees, contractors, CDL and other drivers, air crews, etc.) take precedence over these rules.

C.21 FIRE EMERGENCY DRIVING

According to the Fire and Aviation Operations 2002 Handbook, the National Crew Contractor shall comply with standards posted at Chapter 4-2 which include the following:

- No driver shall drive more than 10 hours in a 15-hour maximum duty day.
- An additional two hours of driving time may be added if a driver encounters adverse driving conditions, unforeseen emergency situations (breakdown), or to ensure the safety of personnel.
- A driver must have 8 consecutive hours off duty after driving.
- Multiple drivers cannot exceed 15 hours duty day.

SECTION D-- MARKING

SECTION E--INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE -- FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

E.1 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR – FAR 52.246-6 (MAR 2001)

E.2 INCIDENT INSPECTION.

The Government will perform inspections to insure compliance with the contract requirements. If the crew complement falls below the agreed upon size of crew (as agreed upon at time of dispatch and documented on the resource order) the NCR is noncompliant. If the crew does not pass inspection at the Incident the Resource is considered Noncompliant. The Contractor may be given 24 hrs to bring the crew into compliance.

E.3 NONCOMPLIANCE

If the Government determines that the Contractor cannot meet the contract requirements, and therefore cannot perform work under this contract, the daily guarantee will not apply and the contractor will be paid only for the actual hours worked. The Contractor may be given 24 hrs to bring the crew into compliance.

E.4 WORKMANSHIP

All work under this contract shall be performed in a safe manner to a standard commensurate with the highest traditions of professional firefighting. The goal of performance under this contract is to save life, natural resources, public and sometimes private property. Accordingly, the Contracting Officer or appointed (by letter) representative(s) may require, in writing, that the Contractor remove from the work any employee deemed incompetent, careless, or otherwise objectionable. Such writing shall include rationale for removal. In these cases the Contractor shall replace the individual if required, at no cost to the Government.

Performance of services may involve work and/or residence on Federal/State/Private property. Contractor employees are expected to follow the rules of conduct established or implemented by the manager of such work location that apply to all (both Government or non-Government) personnel. The Contractor may be required to replace employees who are to be in noncompliance with Government facility rules of conduct, at no cost to the Government.

E.5 PERFORMANCE EVALUATIONS

The Contractor's performance will be documented on the Fire Crew Performance Rating Form (ICS-224) (posted as EXHIBIT J) or other comparable form, which shall be completed at the incident or project. A copy of the evaluation will be placed in the incident documentation, and a copy will be forwarded to the Administrative Contracting Officer (ACO).

SECTION F--DELIVERIES OR PERFORMANCE

F.1 CONTRACT AND PERFORMANCE PERIODS

- a. **CONTRACT PERIOD AND RENEWAL OPTION**
- b. The contract period shall extend through December 31, 2002 for the first year. See 52.217-9 Option to Extend the Term of the Contract (3/2000) Section I.
- c. **START WORK.** The Contractor will be given a minimum of ten days after award before any availability must be provided.
- d. **MANDATORY AVAILABILITY PERIOD.** The mandatory availability period shall begin on the date stipulated in the Schedule of Services unless the Contracting Officer fails to award the contract at least 10 days prior to the established date(s) or adjust the period in accordance with paragraph e., below.
- e. **ADJUSTED.** The Mandatory Availability Period may be effective up to 30 days before and may be extended up to 30 days after the published dates in the Schedule of Services.
- f. **OPTIONAL USE PERIOD.** The Government may order service at any time outside the Mandatory Availability Period. Service is subject to acceptance by the Contractor.

F.2 STOP-WORK ORDER – FAR 52.242-15. (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts

justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.3 BASELINE PERFORMANCE. The following is provided to explain the means by which the COR and the Incident Command Team (ICT) will provide effective performance feedback information to the Contracting officer. The successful Contractor, having met the baseline criteria below, will be considered for award for the option or out-year work.

Table F.1
BASELINE PERFORMANCE REQUIREMENTS SUMMARY
NECESSARY FOR CONSIDERATION FOR
AWARD OF OUTYEAR CONTRACTS

DELIVERABLE ELEMENT	PERFORMANCE INDICATOR	DESCRIPTION & STANDARD	PERFORMANCE MONITORING
QUALITY Type 2 –IA Crews MINIMUM CREW STANDARDS PER TABLE C.2 BASE YEAR: OPTION YEAR 1: OPTION YEAR 2:	Variation in Contract Compliance with Table C.2 50 % Variation in Contract Compliance 75 % Variation in Contract Compliance 95 % Variation in Contract Compliance	Ability to meet contract technical specifications as written and as they pertain to table C.2 for maintaining NWCG Type 2-IA Crew specifications.	The incident management team will provide input per the "Contractor Performance Report", (ICS 224) or equivalent form), to be completed at the end of each incident/project.
QUALITY Type 2 Crews MINIMUM CREW STANDARDS PER TABLE C.3	95 % Variation in Contract Compliance	Ability to meet contract technical specifications as written and as they pertain to table C.3 for maintaining NWCG Type 2 Crew specifications.	The incident management team will provide input per the "Contractor Performance Report", (ICS 224) or equivalent form), to be completed at the end of each incident/project.

NOTES:

1. The above data will be taken from the Contractor Performance Report, see Exhibit J. The baseline of 95% will indicate acceptable performance. Data to establish Baseline Performance will be taken from the reports received by this office through official channels, and or provided by the Contractor. The Contracting Officer is not responsible for data not received or not submitted to this office in a timely basis. The Contractor is advised therefore to take an active role in the submission of these Performance Reports. If throughout the contract period this office does not receive a few reports there will not be an assumption of poor performance.

Table F.2

PERFORMANCE BASED INCENTIVE CALCULATION
The Contractor's inability to meet baseline performance in current period may result in non-renewal of the contract for the option years. If baseline performance is met, the Contractor will be considered for award of options for out-years provided out-year pricing represents the best value by comparison to competing proposals. The Contracting Officer will make this determination.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 POST AWARD CONFERENCE -- AGAR 452.215-73 (NOV 1996)

A post award conference with the successful Offeror(s) may be required. If held it will be scheduled within 10 days after the date of contract award. The conference will be held at TBD (This information will vary between Regions, if required, the Contracting Officer or his representative will contact you with this information by mail).

G.2 PAYMENTS CLAUSE –

This Clause applies to fire suppression, and severity.

A. BASIS OF PAYMENT –

Payments shall be on an hourly basis except as otherwise provided herein.

B. RATES OF PAYMENTS

The rates specified in the schedule of services are a rate per hour per crewperson called the Emergency Wildland Fire Suppression Rate.

For calculation of pay: time shall be recorded in 1/4 hour increments.

C. GUARANTEE

For each calendar day the crew is under hire for at least 8 hours, the Government will pay not less than the following: (8 hours) x (number of crew members) x (Fire Suppression Rate specified in the schedule of services), or actual time worked, whichever is greater.

If the crew is under hire for less than 8 hours during a calendar day, the Government will pay not less than the minimum guarantee of (4 hours) x (number of crew members) x (Fire Suppression Rate), or actual time worked, whichever is greater.

D. NONCOMPLIANCE

If the Government determines that the Contractor cannot meet the contract requirements, and therefore cannot perform work under this contract, the daily guarantee will not apply and the contractor will be paid only for the actual hours worked.

E. MOBILIZATION/DEMOBILIZATION (mob/demob): (Mob/demob time is not time on shift, however for payment purposes mobilization and demobilization time will be compensated at the fire suppression hourly rate.

For computation purposes the rate of travel is calculated at 45 miles per hour on all roads. The origination and return location will be agreed upon at the time of placing an order.

The Government at the Incident may reject any non-compliant Crew (no travel time will be paid), or may allow Contractor to attempt to remedy deficiencies.

F. BRIEFINGS. The crew boss (only) is required by the Government to attend operational period briefings, and will be reimbursed for this time.

G. INCIDENTAL ITEMS.

No additional payment will be made for costs associated with crew support, camp checkout and invoice reconciliation beyond the guarantees set forth herein.

H. WITHDRAWAL OF CREW

The Government shall incur no obligation for payment for unauthorized withdrawal of the crew.

I. OVERNIGHT ALLOWANCE

The Government will make a determination whether the overnight allowance shall be authorized. When applicable, an allowance of \$65.00 per person per day shall be paid:

1. When the Government cannot provide food, drink, and campsite, and commuting is not feasible.
2. During mobilization and demobilization when the Contractor cannot reach the incident, due to work rest guidelines, and lodging costs are incurred (motel receipts required).

J. FOOD.

The Government, during demobilization and/or reassignment, may provide lunches to the Contractor personnel without charging the Contractor.

K. REST AND RECUPERATION (R&R)

R&R is time under hire, during which the daily Guarantee is paid. When the government cannot provide a campsite, and necessary facilities the Government shall, in addition to the daily guarantee pay the overnight allowance of \$65.00 per person, per day unless the Contractor is within commuting distance of the incident and allowed to return home.

L. ORDER CANCELLATION

- (1) Order Cancellation Prior to Departure. If the Government cancels an order after CONFIRMATION of the order with the Host Unit Dispatch Center, a cancellation fee of \$300 shall be paid. A resource order is CONFIRMED when agreement is made between Contractor and Government official that: 1) resources ordered are available; 2) there has been agreement as to the time to start working at incident or project site; AND 3) request number and project order number have been provided to the Contractor.
- (2) Order Cancellation/In Route. If the order is cancelled after the resource order has been confirmed, and the crew is in route, the resource is considered mobilized. Refer to Mob/Demob clause (G.2.E.) above. The Over Night Allowance shall be paid when applicable.

M. PAYMENT WILL BE MADE BY - See block 25 of the Contract Document (SF33.)

N. METHOD OF PAYMENT – – ELECTRONIC FUNDS TRANSFER.

Payments by the Government under this contract shall be made by electronic funds transfer (EFT) see clause 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration (5/99). Contractors can reach the National Finance Center (NFC) by calling telephone number 1/800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

O. INVOICING PROCESS

- a. The CRWB Boss will have a copy of the contract with the resource order information for the assigned incident.
- b. After each operational period worked the Government shall record the Contractor's time on a Crew Time Report (SF 261). The Government and the Contractor representatives shall sign the SF 261 verifying the hours worked daily.
- c. The Finance/Administration Section will post the time to an Emergency Use Equipment Invoice, Option Form 286 (OF-286).
- d. When the NCR's are released to return home, the Finance Section closes out the Emergency Equipment Use Invoice including estimated time for return travel and overnight allowances, if applicable.
- e. The Finance Section Chief shall submit the original of the OF-286, SF-261's, pre and post inspection, and a copy of the resource order to the payment office specified in block 25 of the SF-33, Contract Document.

G.3 PROJECT WORK:

A. PLACEMENT OF ORDERS - Project work may be performed at any time within or outside the Mandatory Availability Period for any Agency allowed to utilize services under this contract (see Section C.1). Therefore the following shall apply at all times in the contract period.

1. Resources performing project work shall be under the express control of the entity responsible for the effort.
2. Reassignment to fire suppression is allowable at the discretion of the entity controlling the project effort.
3. Any office of any Agency provided for under this contract (See Section C.1) may request contract services through the NCR's assigned Host Unit Dispatch Center under this contract at anytime during the 12-month contract period.

4. Within the Mandatory Availability Period the National Contract Resource (NCR) is not required to accept orders for projects.
5. Since each project is unique having its own statement of work, etc. specific terms for each project may also be negotiated, however, the contract Project hourly rate is nonnegotiable. Any unique terms shall be included on a contract modification form, signed by a government Agent with proper procurement authority for such change.
6. There is no guaranteed minimum project work or pay.
7. In the event that more than one NCR is assigned to the host unit, the host unit shall ensure that all NCR's assigned are given fair consideration for any project work, however the unit may give consideration to any other NCR's even though they are assigned to other units.
8. As an alternative to ordering project work at the project rate included in this contract, units may negotiate firm fixed prices for project work.

B. PAYMENTS –

1. **RATES OF PAYMENTS** – Rate of payment for equipment hired with operator(s) includes all operator(s) expenses. Payment shall be at rates specified in the schedule of services. The Contractor will be paid as follows:
 - a. **On Shift:** Includes a) time the Contractor is actually working, and b) time under the direction and control of the Government, including ordered standby. The Contractor is paid for all on shift time from the beginning of shift until the end of shift, with the exception of lunch breaks.
 - b. **Mobilization/Demobilization (mob/demob):** Mob/Demob fees when travel from the point of origination to the project is greater than 45 miles (one way) are authorized. For computation purposes the rate of travel is calculated at 45 miles per hour on all roads. Pay all actual hours at Project Rate per crew person .
 - c. **Order Cancellation/in Route** - If the order is cancelled or delayed after a task order has been confirmed and the resource is in route, the greater of (4 hours) or actual time shall be paid as a mobilization/ demobilization fee.
 - d. **Overnight Allowance** The Government will make a determination whether the Overnight Allowance is allowable. When the project is 50 miles or greater from the Contractor's point of origin, and the Government determines that commuting is uneconomical, the Government shall pay a flat rate of \$65.00 per person, per night. However if travel time to reach the project exceeds the work-rest guidelines, the Overnight Allowance shall be allowed.

e. **Meal Periods.** Compensated meal periods are the exception, not the rule. See Interagency Business Management Handbook, Chapter 10 for guidance.

2. **BASIS OF PAYMENT** – Payments shall be on an hourly basis except as otherwise provided herein.

- No payment will accrue during any period that the crew strength is below NWCG minimum standards.
- Inspection Time. Considered on shift time.

3. **PAYMENT WILL BE MADE BY** - See block 25 of the Contract Document (SF33.)

4. **METHOD OF PAYMENT** – – ELECTRONIC FUNDS TRANSFER.

Payments by the Government under this contract may be made by electronic funds transfer (EFT) see clause 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration (5/99). Contractors can reach the National Finance Center (NFC) by calling telephone number 1/800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

5. **INVOICING PROCESS - PROJECTS**

- a. The CRWB Boss will carry copies of the contract with the task order to the project work site.
- b. After each operational period worked the Government shall record the Contractor's time on a Crew Time Report (SF 261). The Government and the Contractor representatives shall sign the SF 261 verifying the hours worked daily. The appropriate job code, including override, shall be annotated in block 5 of Form 261. If applicable the government shall annotate in block 11 of the SF261 Overnight Allowance to be paid.
- c. The government representative shall submit a copy(s) of SF 261 to the payment office specified in block 25 of the Contract.
- d. The Contractor must submit his invoice along with the original Crew Time Report to the payment office specified in block 25 of the Contract for payment. The contractor must obtain a receipt signature, on the invoice, prior to submission of the invoice to the payment office.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL -- AGAR 452.237-74 (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: Crew Bosses, and Squad Bosses.
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

Crew Substitutions, Addition of Personnel –

Crewmembers proposed shall be provided. We do not require that the specific crew leadership combination be provided as bid, i.e. that the exact persons arrive with the exact crews, however, any CRWB AND FFT-1 Squad Leaders provided shall have been bid or proposed with your initial proposal. After award, any additions of new personnel require the Contracting Officer's approval

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE -- FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (DEC 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records -- Negotiation (JUN 1999)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting Plan (OCT 2000)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.222-3	Convict Labor (AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option)
52.222-44	Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (OCT 2000)

52.225-13	Restrictions on Certain Foreign Purchases (APR 2002)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.229-3	Federal, State, and Local Taxes (JAN 1991)
52.232-7	Payments Under Time and Materials and Labor Hour Contracts (MAR 2000)
52.232-7	Payments Under Time and Materials and Labor Hour Contracts (ALT II) (JAN 1986)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (FEB 2002)
52.232-34	Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)--Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-6	Superintendence by The Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.242-13	Bankruptcy (JUL 1995)
52.244-6	Subcontracts for Commercial Items (MAY 2001)
52.245-1	Property Records (APR 1984)
52.246-25	Limitation of Liability—Services (FEB 1997)
52.249-6	Termination (Cost Reimbursement) (Alt IV) (SEP 1996)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72	Use of Premises (NOV 1996)
452.236-73	Archaeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.236-77	Emergency Response (NOV 1996)
452.237-70	Loss, Damage, Destruction or Repair (FEB 1988)
	Restrictions Against Disclosure (FEB 1988)

CLAUSES FULL TEXT:

I.1 ORDERING -- FAR 52.216-18 (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from beginning through the end of the contract period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.2 ORDER LIMITATIONS -- FAR 52.216-19 (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one operational period, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$500,000.
 - (2) Any order for a combination of items in excess of \$1,000,000 or
 - (3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 INDEFINITE QUANTITY - FAR 52.216-22 (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the Mandatory Availability Period.

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT - FAR 52.217-9 (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration date of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. If the Government exercises an option to extend the term of the contract, it will do so prior to the expiration date. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (years).

I.5 Notice of Partial Small Business Set-Aside 52.219-7 (July 1996)

- (a) *Definitions*. "Small business concern", as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) *General*.
 - (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.
 - (2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.
 - (3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).
 - (4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other Offeror's eligible for the set-aside portion.

(c) *Agreement.* For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

Alternate I (Oct 1995). When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2(c), delete paragraph (c).

I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES - FAR 52.222-42 (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It Is Not A Wage Determination.*

Employee Class	Monetary Wage--	Fringe Benefits
Crew Boss	\$14.66	NA
Fire Fighter type 1	\$11.84	NA
Fire Fighter type 2	\$10.58	NA

(Based on "rest of US" locality pay - 2002 - Salary Table)

I.7 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION -- FAR 52.232-35 (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: **USDA NATIONAL FINANCE CENTER**

Telephone Number: **(800) 421-0323**

I.8 CHANGES -TIME-AND-MATERIALS OR LABOR-HOURS – FAR 52.243-3

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
 - (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (5) Method of shipment or packing of supplies.
 - (6) Place of delivery.
 - (7) Amount of Government-furnished property.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:
- (1) Ceiling price.
 - (2) Hourly rates.
 - (3) Delivery schedule.
 - (4) Other affected terms.
- (c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

I.9 SUBCONTRACTS FOR COMMERCIAL ITEMS -- FAR 52.244-6 (MAY 2001)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.10 CONTRACTOR LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE
FAR 52.247-21 (APR 1984)**

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in

performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

I.11 SUBCONTRACTING

By submission of an offer and issuance of a contract the Contractor agrees to the following in performance of the contract:

- (1) The contract work will be performed using Contractor owned or leased equipment, unless continuing performance is jeopardized due to circumstances beyond the control and without the fault or negligence of the Contractor.
- (2) Approval to subcontract must be requested from the Contracting Officer who must give expresses written consent to do so. Request for approval of subcontracts are to be submitted to the Contracting Officer as soon as the need for a subcontract becomes apparent. Lease agreements that are in fact subcontract agreements will not be approved.
- (3) Approval to subcontract does not relieve the Contractor of responsibility for the performance of the contract work and compliance with contract terms and conditions

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

J.1 <u>LIST OF EXHIBITS:</u>	<u>PAGE</u>
EXHIBIT A - DEFINITIONS	
EXHIBIT B- CREW AIR TRANSPORTATION	
EXHIBIT C – POSITION QUALIFICATION REQUIREMENTS	
EXHIBIT D - PERFORMANCE TASK BOOKS	
EXHIBIT E - SUGGESTED CREW TRAINING RECORDS FORMAT	
EXHIBIT F – INDIVIDUAL EMPLOYEE TRAINING VERIFICATION FORM AND WILDFIRE ASSIGNMENT HISTORY OF SUMMARY RECORD	
EXHIBIT G - REGION 6 FIREFIGHTING TRAINING (AVAILABLE TO ALL)	
EXHIBIT H - PASSENGER AND CARGO MANIFEST	
EXHIBIT I - NATIONAL CONTRACT CREW INSPECTION FORM	
EXHIBIT J –CREW PERFORMANCE RATING	
EXHIBIT K– HARASSMENT POLICY	

United States Department of Labor **Wage Determination No. 1995-0221, Rev.5, 07/27/2000:**
Incorporated by reference. http://fsweb.wo.fs.fed.us/aqm/fire_aviation_information/wage_det_1995-0221_rev_5.doc

EXHIBIT A -- DEFINITIONS

AGENCY - Government.

AGENCY COOPERATOR - Non-tax based entities available through Cooperative Agreement to assist the USFS. Includes Indian Fire Fighters..

COR - Contracting Officer's Representative - GOVERNMENT agent/employee responsible for assisting in the administration of the National Crew and Engine Contracts.

CREW PERSON - Basic wildland firefighter used to control and extinguish wildland fires and works as a member of a crew under the supervision of a higher qualified individual.

GOVERNMENT - United States Department of Agriculture - Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

GOVERNMENT REPRESENTATIVE - Designated employee of the agencies listed under the definition of Government.

HOST UNIT – The land within the boundaries of the unit(s) identified on the schedule.

NCR – National Contract Resource. .

ON SHIFT - Includes: a) time the Contractor is actually working, b) time under the direction and control of the Government, including ordered standby and c) time in travel to and from the incident base to the fireline/project and return. (fire suppression only – excludes project work)

POINT OF HIRE - Contractor's place of business or point of hire (where resource is located at time of fire call). See Section B - Bid Schedule.

POINT OF RELEASE - The location from which a Contractor is released upon expiration or termination of the required services. This point may be the same as the point of hire.

PRE-SUPPRESSION - Activities in advance of fire occurrence to ensure effective suppression action. Includes recruiting and training, planning the organization, maintaining fire equipment and fire control improvements, and procuring equipment and supplies.

PROPERTY –

- a. Accountable Property. Items with a purchase price of \$5,000 (USDI) or \$1,000 (USDA) or more or items that the incident Agency considers sensitive (e.g., cameras, chainsaws) are accountable property. This property is generally tagged with an agency identification number.
- b. Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.

- c. Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, plastic canteens, petroleum products, mole skin, aspirin, and vitamins). This property is not marked.

RESOURCE – Contractor (crew) meaning a specific crew.

TIME UNDER HIRE – Time under hire shall start at the estimated departure time agreed upon when resource is ordered by the Government and end by notification to the Contractor by the Government that resource is released.

EXHIBIT B
CREW AIR TRANSPORTATION

I. AIR TRANSPORTATION

Crews dispatched by the Government may be required to fly to the fire location. The Contractor will be notified that the crews are to be transported by air at the time the Government dispatcher places the Resource Order Request. When this occurs, the following rules **MUST** be adhered to.

II. GENERAL CREW INFORMATION

- A. Crews will be dispatched as a Type 2 (IA) crew. If crews are required to be air transported, crews **DO NOT** come with hand tools. Crews shall not bring chain saws, unless specifically requested.
- B. All equipment will be inspected and weighed at the time of mobilization to ensure adherence to safe transporting procedures. **NO** combustible materials in motorized equipment, containers or fuses may be loaded aboard aircraft. If chain saws are requested, they must be purged before being placed on the aircraft.
- C. Crews transported by air under these provisions must wear clean clothing, while traveling aboard aircraft(s), to and from each fire location.

III. CREW MANIFESTS, STANDARD CUBES, WEIGHT POLICY AND GEAR FOR ALL PERSONNEL

- A. All personnel dispatched and transported by aircraft must conform to the following limitations:
 - 1. Crews will be limited to a maximum of 20 people per crew due to limited airline space and costs to the Government.
 - 2. All personnel mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form (Form SF-245, see page 59). All crew leaders or crew representatives will maintain a **MINIMUM** of four (4) accurate copies of this form at all times. Crew person weights will be displayed separately from baggage and equipment weights on manifest. Crew leaders or crew representatives will ensure compliance with weight limitations.
 - 3. Crew persons shall be limited to:
 - a. One (1) frameless soft pack **NOT TO EXCEED** 45 pounds.
 - b. Web gear or briefcase (not both) **NOT TO EXCEED** 20 pounds.
 - c. **MAXIMUM** allowable crew weight, **INCLUDING EQUIPMENT** is 5100 pounds.

IV. PAYMENT OF AIR TRANSPORTATION

- A. When crews are transported by air, Government shall pay the air transportation costs. These costs include air transportation from the dispatch-designated air terminal to the fire location and return to that dispatch designated air terminal, unless the Government changes the return destination.
- B. The Government shall pay **EMERGENCY** return air transportation for individual crew persons.
- C. The Government will not pay return air transportation costs for individual crew persons whose employment is terminated at the fire location or who choose to return from the fire location for personal reasons other than bona fide emergencies.

EXHIBIT C

POSITIONS QUALIFICATION REQUIREMENTS

I. PURPOSE:

The purpose of this exhibit is to define the qualifications a contractor's employee must have before they can be certified in each Incident Command System (ICS) position required under this contract.

II. SCOPE:

The qualifications defined are for the ICS positions of Single Resource Boss-Crew (CRWB); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2).

III. POSITION QUALIFICATIONS STANDARDS:

A. BOSS-CREW (CRWB)

1. REQUIRED TRAINING Intermediate Fire Behavior (S-290)
2. SUGGESTED TRAINING Basic ICS (I-200)
 Crew Boss (S-230)
 Firing Methods and Procedures (S-234)
 Basic Air Operations (S-270)
3. EXPERIENCE Satisfactory performance as an Advanced
 Firefighter/Squad Boss
 AND
 Satisfactory position performance, within the
 last five (5) years, as a Crew Boss (Single
 Resource), supervising a minimum of 18
 firefighters, on a wildfire incident.
4. PHYSICAL FITNESS Arduous
5. ONCE CERTIFIED AS CRWB Single Resource Boss
 OTHER ASSIGNMENTS THAT Advanced Firefighter/Squad Boss
 WILL MAINTAIN CURRENCY
 OF THAT CERTIFICATION*

* A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

B. ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

1. REQUIRED TRAINING Same as for Firefighter (FFT2)
2. SUGGESTED TRAINING Fire Supervision 2nd Edition (S-201)
Portable Pump and Water Use (S-211)
Power Saws (S-212)
3. EXPERIENCE Satisfactory performance as Firefighter (FFT2) AND Satisfactory position performance, within the past five (5) years, as an Advanced Firefighter/Squad Boss, supervising a minimum of five (5) firefighters, on a wildfire incident.
4. PHYSICAL FITNESS Arduous
5. ONCE CERTIFIED AS FFT1 Firefighter (FFT2)
OTHER ASSIGNMENTS THAT
WILL MAINTAIN CURRENCY
OF THAT CERTIFICATION*

C. FIREFIGHTER (FFT2)

1. REQUIRED TRAINING Firefighter Training (S-130)
Introduction to Fire Behavior (S-190)
2. SUGGESTED TRAINING Introduction to ICS (I-100)
3. EXPERIENCE None
4. PHYSICAL FITNESS Arduous
5. ONCE CERTIFIED AS FFT2 None (Only FFT2)
OTHER ASSIGNMENTS THAT
WILL MAINTAIN CURRENCY
OF THAT CERTIFICATION*

- ? A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

D. ADDITIONAL REQUIREMENTS:

In addition to the above required training for CRWB, FFT1, and FFT2, Contractors shall ensure the following training is conducted annually: Standard for Survival, and “Your Fire Shelter” (1995 Pamphlet and Video).

EXHIBIT D

PERFORMANCE TASK BOOKS

PERFORMANCE TASK BOOK ADMINISTRATION

I. PURPOSE:

The purpose of this Exhibit is to describe how Contractors will use the Position Task Books (PTB) component of the Wildland Fire Qualification Subsystem to qualify their employees to meet the specifications listed in this contract.

II. SCOPE:

These procedures address the Incident Command System (ICS) positions that are required under this contract. Currently these positions include Firefighter Type 2 (FFT2), Firefighter Type I (FFTI), and Single Resource Boss - Crew (CRWB). This document only addresses task book administration, and does not modify or replace any other contract requirements.

III. PRE-INCIDENT PROCEDURES:

Prior to assigning an employee to a wildfire incident Contractors are responsible for assuring each employee is issued a PTB appropriate for the position(s) they will perform on a crew. This is accomplished by completing the following procedures:

Step 1: Contractor obtains PTB's from the National Interagency Fire Center (NIFC) in Boise, ID. It is also recommended that the Task Book Administrator's Guide, PMS 330-1, be obtained.

1. All orders must be faxed or requested in writing to:

National Interagency Fire Center
ATTN: Supply
3833 South Development Avenue
Boise, ID83705
FAX #(208) 387 5573

2. The catalog numbers for ordering the PTB's are: (these task books may be duplicated):

NFES # 2320 - FFT2
NFES # 2319 - FFT1
NFES # 2318 - CRWB/ENGB

3. The catalog number for ordering the Task Book Administrator's Guide:

NFES # 1556 - PMS 330-1

Step 2: Contractor issues PTB's to employee(s) with the "Assigned To" and "Initiated By" information appropriately filled out.

- Step 3:** Contractor assures each employee completes **all** required training for their position.
1. All **FFT2's** are required to successfully complete S-130 and S-190 and complete the tasks described in the PTB's before assignment to a wildfire.
 2. No additional classroom training is required for the **FFT1's**.
 3. The **CRWB's**, in addition to S-130 and S-190, must successfully complete Intermediate Wildland Fire Behavior (S-290) training.

IV. INCIDENT PROCEDURES:

A. General

1. Contractors are responsible for administering the task books for their employees. Qualified individuals are not required to carry their PTB's. Individuals in a training or evaluation assignment must carry their PTB.
2. The Incident Management Team at any incident will not issue PTB's. Agency Incident Training Specialist will not be involved in the PTB administration for Contractors nor will agency personnel sign the certification portion of the PTB's.
3. Contractors may use Government incidents, for which they are requested and assigned, to qualify and certify employees for **FFT1** and **CRWB** positions. Only one training OR evaluation assignment will be permitted per crew on each incident. The coach/evaluator must, as a minimum, be certified in the position they are coaching or evaluating. The trainee will be in addition to the contracted crew and paid by the Contractor (not charged to the Government).
 - a. **FFT2** personnel must be certified prior to arrival at the incident. No task book administration at an incident is required.
 - b. **FFT1** personnel require a performance evaluation assignment on a wildfire to qualify for certification. The Government will NOT participate in the administration of the **FFT1** PTB's nor verify evaluation assignments.
 - c. **CRWB** personnel require a performance evaluation assignment on a wildfire to qualify for certifications. Refer to the procedures that follow for specific steps for PTB administration for these assignments.

B. Performance evaluation assignments and PTB administration for **CRWB's** shall be accomplished through the following procedures:

Step 1: Contractors must identify any trainee in an evaluation assignment to the Incident Management Team at initial check-in. An incident performance evaluation form should also be requested and obtained at this time.

Step 2: During the assignment the Contractor's evaluator will observe the trainee's performance as the crew boss and initial all tasks in the PTB that the trainee demonstrates successfully. The incident and evaluation assignment should be of sufficient duration and complexity so that the

trainee has the opportunity to demonstrate all the tasks of the position. If the trainee does not have the opportunity to demonstrate all the tasks, a second evaluation assignment will be necessary.

Step 3: Upon completion of the evaluation assignment, the Contractor's evaluator will complete an "Evaluation Record" in the back of the PTB.

Step 4: The Contractor's evaluator will ask their Government supervisor (STCR, TFLD, or DIVS) to state in writing, under the PTB Evaluation Record completed by the evaluator, whether or not the incident was of sufficient complexity and duration to provide a valid opportunity to evaluate the CRWB trainee's performance. The Government supervisor will sign the record next to their statement.

1. If the Government supervisor states that the incident **was not** adequate to evaluate the CRWB trainee's performance, a second evaluation assignment will be necessary before the individual can be certified in the position.
2. If the Government supervisor states that the incident **was** adequate to evaluate the CRWB trainee's performance, the Contractor's evaluator should complete the "Final Evaluator's Verification" portion of the inside front cover of the PTB.

Step 5: The Contractor's evaluator will complete a written rating of the trainee's performance, using the Government's evaluation form that was provide during the initial check-in, and provide the Incident Management Team with a copy. A copy of this rating shall be kept by the Contractor to be included with the employee's training records. The IMT will maintain a copy with the final incident records.

V. POST INCIDENT PROCEDURES:

A. Contractor is responsible for certifying their employees' PTB's using the following procedures:

Step 1: Contractor reviews all information written in each PTB to assure it has been properly completed. This review should include checking that an evaluator has initialed all tasks, the Evaluation Records in the back of the PTB have been appropriately completed, that Government supervisor's statements have been obtained, and the Final Evaluator's Verification has been completed.

Step 2: Contractor reviews each employee's training and experience records to assure all other qualification standards for the position, , are met.

Step 3: When all qualification standards are met, Contractor completes the "Agency Certification" portion of the inside cover of the PTB.

Step 4: Place a copy of the completed PTB in the employee's training file.

Step 5: If an individual leaves a Contractor's employ, the original PTB will be given to the departing individual. It is recommended that the Contractor for future reference purposes keep a copy.

EXHIBIT E

SUGGESTED CREW TRAINING RECORDS FORMAT

A. EMPLOYEE FILE SYSTEM CREATION AND MAINTENANCE

The Contractor will maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, project work and wildfire experience records, and fire assignment documents (i.e., assignment evaluations, etc.)

It is further recommended that a position-progressive format be maintained for each employee. In other words, an employee is very unlikely to move from FFT-2 qualified to CRWB in a single year. Records must show that the individual has been trained and has performed over time to reach certification and qualification of the individual's current qualification status.

The file must be maintained in such a manner that easy verification and/or inspection by an Government representative can be accomplished when required. This file configuration meets inspection requirements of this contract.

Following is a suggested manual file system that can be implemented at each Contractor office. The Contractor will maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, project work and wildfire experience records, and fire assignment documents (i.e., assignment evaluations, etc.).

B. SAMPLE RECORD SYSTEM CONTENT

Section 1 – Employee Information:

- Employee payroll name
- Date of birth
- Medical or physical data pertinent to the employee

Section 2 – Qualification:

- Current qualified ICS or skilled position

Section 3 – Training Record:

- Record of formal classroom training and support documentation (i.e., certificates, etc.)
- Corresponding Task Book project training assignments (OJT assignment training records (e.g., prescribed burn, etc.)

Section 4 – Project Work Log:

- Wildfire assignment history and performance record, by qualified position (FFT-2, FFT-1, SDB or CRWB)

Section 5 – Physical Fitness Test:

- Record that certifies passing the Work Capacity Fitness Test at the “arduous” level, who administered the test, and date the test was taken and the employees score.

Section 6 – Fire Assignment Log:

- This section should contain the following minimum information:

Name of individual Qualified position for this record

Incident name Incident size

Agency State

Number of days Year

Refer to the next page for a sample summary record.

EXHIBIT F INDIVIDUAL EMPLOYEE TRAINING VERIFICATION FORM

Employee Name:	Pack Test Score:	Qualified ICS Position:
Contractor/Company:		Hiring Date:

WILDLAND FIRE COURSES COMPLETED

(Certification of Training Must Be In Employee's Training File)				
ICS Position	Required Course/PTB	Year Of Training Or PTB Completed	Instructor or Institution	Address & Phone # of Instructor or Institution
Tender Operator	I-100			
Firefighter II	S130			
	S190			
	PTB			
Firefighter I	PTB			
ENGB	S290			
	PTB			
All Positions *Required Annually	Standards for Survival/Your Fire Shelter			

Wildland Fire Experience					
(List the Previous 5 Years Wildland Fire Experience)					
YEAR	POSITION	INCIDENT NAME	LOCATION (Forest or Agency)	Fire Size (Acres)	Number of Days Worked

Contractor Certification

(Print Name)

Date

EXHIBIT G

Firefighting Training Region 6 Available to all

To assure sufficient wildland fire training opportunities are available for private sector contractors who participate in the crew and engine/tender contracts, and that this training meets or exceeds National Wildfire Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination Group (PNWCG) has entered into memorandums (MOU's) of understanding with representatives of two groups of training providers. The groups are firefighting contractor associations and public education providers. Below are the list of associations and institutions who have valid MOU's with PNWCG:

Northwest Contract Firefighters Association (NCFA)
PO Box 315
Dayville, OR 97825

Don Moss (President)
Phone: (541) 987-2181
FAX: (541) 987-2181

National Wildfire Suppression Association (NWSA)
P.O. Box 1508
Springfield, OR 97477

Rick Dice (President)
Debbie Miley (Executive Secretary)
Phone: 1-877-676-6972

Stan Kunzman (Training Coordinator)
Phone: (541) 389-3526
FAX: (541) 389-0328
URL www.nwsa.net

Oregon Firefighting Contractors Association (OFCA)
PO Box 418
Merrill, OR 97633

Nelda Herman (President)
Phone: (541) 798-0255
FAX: (541) 798-5107

Wildfire Training Association (WTA)
337 Twisp Carlton Road
Carlton, WA 98814

Bill Hoskin (President)
Phone: (509) 997-9401
FAX: (509) 997-0011

Oregon Minority Contractors League, Inc. (OMCL)
P.O. Box 12707
Salem, OR 97309-0707
Main Phone Number: (503) 581-0419

Jack Neuman (Executive Director)
Luis Coria (President)
Phone: (503) 399-1044; FAX (503) 581-0518
URL: www.omcl.net

Washington Contract Firefighters Association (WCFA)
Route 1, Box 590-1
Twisp, WA 98856

George Dwinell, Jr. (President)
Phone 509 997-0103
Phone 509 997-4282

Wildland Forestry Association (WFA)
Box 1277, 51256 Steams Road
LaPine, OR 97739

Butch Crume (President)
Phone: (541) 536-7419
FAX: (541) 536-7419

Wildland Fire Training Association (WFTA)
P.O. Box 1673
Cave Junction, OR 97523

Robert P. Moore, President
Phone: (541) 592-4603
Cell: (541) 660-5347

PUBLIC EDUCATION PROVIDERS

OREGON INSTITUTIONS

Central Oregon Community College (COCC)
2600 NW College Way
Bend OR 97701

Dick Johnson
Phone: (541) 383-7757

**Klamath Community College (KCC)
(SWOCC)**
241 Willams Avenue
Klamath Falls OR 97601

Bill Brown
Phone: (541) 882-3521
FAX: (541) 885-7758

Oregon Institute of Technology (OIT)
Extended Studies
3201 Campus Drive
Klamath Falls OR 97601-8801

Lee Murphy
Phone: (541) 885-1340
FAX: (541) 885-1923

Rogue Community College (RCC)
3345 Redwood Hwy
Grants Pass OR 97527

(specific person not listed)
Phone: (541) 471-3503

Southwest Oregon Community College

1988 Newmark
Coos Bay OR 97420

Paul Reynolds or Robbie Peterson
Phone: (541) 888-7296
FAX:

Treasure Valley Community College (TVCC)
88 SW 3rd Avenue
Ontario OR 97914

Linda Simmons
Phone: (541) 889-2617
FAX: (541) 889-8331

WASHINGTON INSTITUTIONS

**Bates Technical College
(SPSCC)**
1101 South Yakima Avenue
Tacoma WA 98504

Richard Graber
Phone: (206) 596-1716

Olympic College (OC)
1600 Chester Avenue
Bremerton WA 98310

(specific person not listed)
Phone: (360) 792-2195

South Puget Sound Community College

2011 Mottman Road SW
Olympia WA 98512

Mike Pattie
Phone: (306) 866-1000

Spokane Community College (SCC)
1810 North Greene Street
Spokane WA 99207

(specific person not listed)
Phone: (503) 533-7272

EXHIBIT H

PASSENGER AND CARGO MANIFEST

STANDARD FORM 245 (6-77) Prescribed by USDA FSM 5716 USD1 MP9400.518		PASSENGER AND CARGO MANIFEST		NO. OF PASSENGERS ON THIS PAGE _____		PAGE ____ OF ____		
ORDERING UNIT			PROJECT NAME			PROJECT NO.		
NAME OF CARRIER			MODE OF TRANSPORTATION & I.D. NO.			PILOT OR DRIVER		
CHIEF OF PARTY			REPORT TO:			IF DELAYED, CONTACT:		
DEPARTURE			INTERMEDIATE STOPS			DESTINATION		
PLACE	STD	ETA	PLACE	EDT	ETA	PLACE		
PASSENGER AND/OR CARGO NAME		M	F	PASSEN GER WEIGHT	CARGO WEIGH T	DUTY ASGMT IF APPLICABLE		HOME UNIT
1								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
21.								
22.								
SIGNATURE OF AUTHORIZED REPRESENTATIVE							DATE	
CHIEF OF PARTY COPY								

EXHIBIT I

CREW INSPECTION FORM

| P F

INCIDENT NAME: _____ NUMBER: _____ DATE: _____

Crew Name/Number: _____ Resource Order Number: _____
Number of Employees: _____
Crew Manifest: Yes No Equipment Manifest: Yes No

CREW PERSONNEL (Check Each Person for the Following)

Photo ID: SSN, Annual Required Training, Physical Fitness Score, ICS Qualifications
PPE: 8" High Leather Lug Sole Boots, Hard Hat w/ Chin Strap, Leather Gloves, Goggles, Headlamp w/ Batteries
1 qt. Canteen, Fire Shelter, Flame Resistant Pants and Shirt.

SECTION I POWER SAWS

A - Make _____
Model _____
Serial # _____

B - Make _____
Model _____
Serial # _____

C - Make _____
Model _____
Serial # _____

	A	B	C
1. Visible Parts Broken*			
2. Visible Nuts and Bolts Tight			
3. Oil in Gear Case and Chain Oiler			
4. Cutting bar: Straight, Chain in good condition			
5. Exhaust System and Spark Arrester*			
6. Motor: Idles evenly, runs smoothly, satisfactory power			
7. Gas/Oil for 1 st Shift			
8. Power Saw Chaps			

SECTION II EQUIPMENT

20 Person Crews

A. Hazel Hoe ____ 3lb. Head ____ 36" Handle _____	8
B. Pulaski ____ 3 ¾ lb. Head ____ 36" Handle _____	10
C. Shovel _____ Size 0 _____	8
D. 10-Man Belt 1 st Aid Kit	2
E. Programmable Hand Held Radio	3
Model _____	
Serial # _____	
Model _____	
Serial # _____	
Model _____	
Serial # _____	

SECTION III VEHICLE INFORMATION

A - Make _____
Model _____
Vehicle Lic. # _____
Operator License. # _____

B - Make _____
Model _____
Vehicle Lic. # _____
Operator License. # _____

C - Make _____
Model _____
Vehicle Lic. # _____
Operator License. # _____

	A	B	C
1. Gauges and Lights*			
2. Seat Belts*			
3. Glass and Mirrors*			
4. Wiper and Horn*			
5. Clutch Pedal: Proper adjustment, ¾" free travel			
6. Cooling System: Check radiator and hoses			
7. Oil Level and Condition: Full and Clean			
8. Battery: Check for corrosion, loose terminals, hold downs			
9. Fuel System*			
10. Electrical System: generator and starter working			
11. Engine Running: Check for knocks & leaks			
12. Transmission: Check for leaks			
13. Steering*			
14. Brakes*			
15. 4-Wheel Line-U-Joints: Check for looseness			
17. Springs and Shocks*			
18. Differential: Check for leaks			
19. Exhaust System*			
20. Frame*			
21. Tires and Wheels*			

F. Radio Programming Cable	1	1	
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** Safety Item - Do not accept until brought into compliance.*

22.Body and Interior Condition: Describe and locate damage in Remarks Section.			
23. Emergency Equipment Required:*			
Fire Extinguisher Shovel Axel/Pulaski			

Remarks:

Inspector: _____ Company Representative: _____

EXHIBIT J

CREW PERFORMANCE RATING		Instructions: This rating is to be used only for determining an individual's fire fighting qualifications. All blocks must be completed. Crew will be rated by the immediate supervisor, not crew representative. If deficiencies are indicated for items 9 and 10, explain in item 11.				
1. Crew Name and Number		2. Fire Name and Number		3. Crew Boss (<i>name</i>)		
4. Crew Home Unit and Address			5. Location of Fire (<i>complete address</i>)			
6. Crew Representative		7. Dates on Fire		8. Number of Shifts Worked		
9. Crew Evaluation				11. Areas Needing Improvement		
Rating Factors	Excellent	Satisfactory	Deficient			Needs To Improve
Physical Condition						
Hot Line Construction						
Mop-Up						
Off Line Conduct						
Use of Safe Practices						
Crew Organization and Equipment						
Other (specify)						
10. Supervisory Performances						
Crew Boss						
Squad Bosses						
Crew Representative						
12. Names of Outstanding Workers (<i>comment</i>)				13. Names of Individuals Needing Improvement (<i>indicate area(s)</i>)		
14. Remarks						
15. Crew Boss (<i>signature</i>) This rating has been discussed with me.					16. Date	
17. Rated By (<i>signature</i>)	18. Home Unit (<i>address</i>)		19. Position of Fire		20. Date	

EXHIBIT K

HARASSMENT FREE WORKPLACE POLICY

The following policy is internal to employees within the U.S. Forest Service and is a very good representation of the prevailing attitude towards “harassment”. This contract does not attempt to define the subjective nature of what is considered “objectionable”, “offensive”, or “demeaning”, nor is it the intention of the Contracting Officer to police the camp, or fireline for “sexual harassers”; never the less, you are served notice that courtesy in our interactions between the sexes, races, cultures etc. is our paramount concern. Show respect, a little courtesy goes a long way.

POLICY: The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACTION REQUIRED: Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

LOCATIONS COVERED: The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

WHAT HARASSMENT IS: Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of

offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

Tell the harasser to stop the offensive conduct; and/or

Tell a manager or supervisor about the conduct; and/or

Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from: Civil Rights Enforcement And Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

PENALTIES: Any employee who engages in harassment will face consequences ranging from verbal warnings and letters of reprimand, up to and including termination from employment. Managers and supervisors who do not take action when they know or suspect that harassment is occurring will face the same range of consequences. Contractor staff who engage in harassment may be subject to comparable penalties from their employers, and a contractor who fails to enforce this policy may have its contract terminated. Visitors who harass may be removed from any workplace and prevented from returning.

(End of policy)